

Collective Bargaining Agreement Between

FOUR WINDS Services, Inc.

And

Local 447, International Association of Machinists and Aerospace Workers

Ratification – September 15, 2008 – September 30, 2011

Preamble

Agreement made and entered into at FAA William J. Hughes Technical Center, Atlantic City, New Jersey by and between Four Winds Services, Inc. (hereinafter sometimes referred to as the "Company") and Local 447 of the International Association of Machinists and Aerospace Workers (hereinafter sometimes referred to as the "Union" or "Local Union").

The parties agree to be bound by the terms and provisions of this Agreement with its purpose being to provide the orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances and to stabilize employment relations.

Paragraph #1 – Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agency during the life of this Agreement for all A&P maintenance technicians and aircraft service employees covered by this contract and coming under the jurisdiction of Local 447, International Association of Machinists and Aerospace Workers, AFL-CIO as provided by the National Labor Relations Act excluding Project Managers, office, clerical, professional employees, watchmen and guards. The Parties agree the Company may assign one Management or supervisory employee to perform bargaining unit work for every 8 employees in the bargaining unit. The Company will notify the Union of the names of the management or supervisory employee to perform the bargaining unit work. Such list will not change more frequently than once every 30 days.

Paragraph #2 – Union Security

A. There shall be a condition of employment that all full time employees of the Employer covered by this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all full time employees covered by this Agreement and hired on or after its effective date, shall on the thirty first (31st) day following the beginning of such employment, become and remain members in good standing in the Union and or pay to the union a representation fee as determined by the Union. Where the effective date is made retroactive, the execution date shall be substituted. (Full time employment will be defined as greater than a 30 hour regularly scheduled work week).

B. The failure of any full time person to become a member of the Union and or pay to the Union a representation fee as determined by the Union, at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person provided such employee shall have seven (7) days after the Employer receives said notice, to comply with the provisions of this Article. For the purpose of this agreement, "Good Standing" shall be considered as the employee has tendered to the Union the initiation fee and regular periodic dues.

C. In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union Security which may be lawfully permissible.

D. If any provisions of this Article are invalid under the law of any state wherein this Agreement is executed, such provisions shall be modified to comply with the requirements of state law or shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, the Union shall be permitted all legal or economic recourse.

Paragraph #3 – Probationary Period

A. The Employer shall have the right to secure new employees from any source. All present and newly hired employees shall be required to become members of the Union on the thirty first (31st) day of employment. The Union shall accept such employees as new members unless they are ineligible under the Constitution and By-Laws of the International Association of Machinists and Aerospace Workers. During the first sixty (60) days of employment, the Employer shall have the unqualified right to suspend or dismiss new employees which shall not be subject to the Grievance and Arbitration Procedure.

B. The Employer shall give timely notice to the Union of all new hires, discharges, demotions and resignations.

Paragraph #4 – Work Week and Overtime

A. Eight to ten (8-10) consecutive hours, exclusive of a lunch period, shall constitute a normal day and the normal workweek shall be five (5) consecutive days, or four (4) consecutive days (Monday through Thursday or Tuesday through Friday). All current employees will remain on their present shift and starting times. Any future shifts or changes in work schedule will be filled first by offering of seniority. Non-filling of change will be filled by inverse seniority.

B. Overtime Provisions: Overtime will be defined as any period of time worked over 80 hours during the two week payroll cycle with each work week defined as Sunday through Saturday. A premium of time and one half shall be paid for all overtime hours worked over eighty (80) hours in the two-week payroll cycle. The Shop Steward shall be responsible for maintaining a listing of all personnel based upon seniority for overtime purposes. The first person will be asked to fill the overtime requirement. When the first person either completes the overtime or refuses their names will go to the bottom of the list. If all personnel refuse the overtime requirement, the first person must fulfill the overtime requirement. This will allow for overtime to be distributed as equally as practical among employees qualified to perform the work. Employees may at their request, with approval, take time off in lieu of overtime pay on a 1:1 basis.

C. Work Day and Premium Pay: The normal starting time for Technicians shall be between the hours of 7 a.m. and 9 a.m. The Aircraft Servicers normal start time will

be between 7 a.m. and 11 a.m. If a second shift is required under future requirements premium pay may be a subject for renegotiations.

D. Lunch Periods: Lunch periods will be scheduled no earlier than 4 hours and not later than 6 hours from the start of the employees work day. At no time will an employee be denied a lunch period during these defined hours.

E. Call in Provisions: In case of emergency call in, employees shall receive payment being guaranteed four (4) hours pay. For a call in in advance of a regularly scheduled shift, compensation shall be defined as above in Section A.

F. Employees shall be granted two paid fifteen-minute breaks; one in the first and second part of their shift as scheduled by the Employer.

G. The last ten minutes of each shift shall be used for personal hygiene and cleaning of work areas. Employees shall not leave their regularly assigned duties earlier to perform either of these functions.

H. Inclement Weather Days: The Company agrees to provide work or pay in lieu of work up to ten (10) hours, if the employee has started his shift during "weather days". In the event the facility is officially closed due to such "weather day" the employees prevented from work shall be paid for the entire straight time shift of ten (10) hours.

Paragraph #5 – Holidays

Full time employees shall receive one days pay based upon hours worked in the previous work week, for the following 10 holidays. Employees must work the scheduled day before or after unless they present a reasonable excuse acceptable to the Company"

New Years Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

Note: In the case of a "fixed price contract" any other day/partial day designated by Federal Statute, Executive Order or Presidential Proclamation, will be considered a paid holiday for all full time employees covered by this Agreement. However, it does not apply if granted for Federal employees only.

A. Holidays will be celebrated on the day of the week specified by the Federal Government for official observance of the Holiday unless specified by another day off in accordance with a plan communicated to the employees by the Employer.

B. In the case of an excused absence, employees shall be eligible to receive Holiday pay for the Holiday occurring during such absence.

C. Employees whose regularly scheduled day off falls on a Holiday, will be

given a day off on the last regularly scheduled work day before the Holiday or after the Holiday is the employer's option at the selection of which. All employees that have the Holiday on other than their regular scheduled workday will receive a minimum of 40 hours pay for the week.

Paragraph #6 – Seniority

Seniority shall be determined by length of service within a job classification, with the Company or any predecessor Company, whichever occurred first since the employee's date of hire.

A. **Layoffs:** Recognizing and agreeing that it is the function of the Company alone to increase, or to reduce the number of employees involved in the Company's operations, layoffs shall be made on the basis of seniority and technical qualifications to perform the job. The right of Seniority in reemployment shall be accorded to a laid off employee prior to new employees being hired, provided such laid off employee responded to a call to report for work not more than five (5) working days after receipt of notice sent to him by registered mail to his last known post office address. If such laid off employee fails to report for work within fifteen (15) days, he shall lost all rights of seniority, unless he is temporarily incapacitated, preventing him from reporting, or is employed elsewhere, in which case he must notify the Company in writing within five (5) days after the receipt of the notice to return that he will report for work as quickly as his health or temporary employment will permit. Termination of employment either for just cause or resignation is not considered to be a layoff. Employees laid off shall be returned to work according to seniority and technical qualifications before any new employees are hired. Employees shall receive the rate of pay for the position they are fulfilling upon their return plus any increases which may have become effective, however, they shall not receive a rate lesser than the rate they earned when filling the position they held prior to the time of layoff. Seniority rights of a laid off employee will continue to accumulate while he is laid off. Seniority shall terminate for any of the following reasons:

- a) Quit
- b) Discharge
- c) Two years elapsed time from the time of layoff
- d) Failure to respond within three days notice of recall
- e) Failure to report for two working days without proper notification to the Employer.
- f) Retirement
- g) Failure to remain a member in good standing in the Union because of non-payment of dues and/or initiation fees.

There shall be no sub-contracting of any bargaining unit work if any employees are on layoff status.

Inability to work because of proven illness or injury shall not result in loss of seniority.

B. Employees shall receive four working days notice prior to layoff, except in case of layoffs caused by strikes, Acts of God, power failures or other reasons beyond the control of the Employer.

C. Manning of Shifts: a) Where a new job coming within the jurisdiction of the Union is created, or (b) where a new job opening is created by promotion, death, discharge, retirement or quit, it shall be cause for said opening to be posted for bid and awarded by, seniority and qualification as defined in paragraph A.

D. The Shop Steward will post and distribute to the Union an updated Seniority list annually or as required do to layoffs or new hires.

E. Procedures for job bidding are as follows:

- a) Must place bid within 3 days of the posting
- b) There shall be a five-day trial period which by mutual agreement between the company and the Union may be extended to thirty days.

F. Attached hereto and made part of the collective bargaining Agreement, Exhibit A is a seniority listing of the original bargaining unit employees in order of date of hire

Paragraph #7 – Shop Steward

A. The sole function of the Shop Steward shall be to see that the terms of this Agreement are fulfilled by the Employer and the employees.

B. One employee shall be elected or appointed by the Union as Shop Steward for the bargaining unit excluding the lead technician. The Shop Steward shall be authorized to process any grievance in accordance with the Grievance Procedure in this Agreement after it has been thoroughly investigated.

C. The Shop Steward and/or alternate shall be permitted to investigate and present grievances on the Employer's property without loss of time or pay during his regular working hours or outside working hours without pay, provided that it is done expeditiously and without interfering with the operations of the business and in accordance with the grievance procedure.

D. The Shop Steward will have super seniority for layoff purposes.

Paragraph #8 – Grievance and Arbitration

A. The Company will meet any authorized official of the Union at any reasonable time to adjust grievances arising under the terms of this Agreement.

B. Grievances shall be processed in the following manner

C. Aggrieved employee shall reduce the grievance to writing and the matter shall be taken up by the appropriate supervisor and steward and if needed, the grievant. Within three working days the supervisor shall give a written response. Failure by the Company to respond in writing shall cause the grievance to be resolved in the favor of the grievant.

D. Union's Business Representative shall take up the matter with the appropriate company representative, if still unresolved after three working days;

E. The matter shall be referred to the Labor Relations Representative and Union Business Representative, if still unresolved after five working days then;

F. If still unresolved, the matter may then be submitted to arbitration as follows:

Arbitration Procedure

A. The aggrieved party shall issue written notice to the other party of their intent to arbitrate and the specific nature of the dispute.

B. After said notifications, representatives of the parties shall meet to select an arbitrator to conduct a prompt hearing. In the event the parties cannot mutually agree upon an arbitrator, the parties shall submit the grievance to arbitration under the rules of Federal Mediation and Conciliation Service.

C. The arbitrator, shall upon notice to both parties, schedule a hearing. The parties shall before the hearing jointly set forth, in writing, the specific issue to be arbitrated and the arbitrator shall confine his award to that issue alone. The arbitrator shall submit an answer in writing, within thirty days of the hearing and it shall be final and binding upon the parties. The fees and expenses of the arbitrator shall be borne equally by the parties.

Paragraph #9 – Discharge and Suspension

A. An employee may be discharged only for just cause. In the event of a discharge or layoff, if found to be unjust, they shall be returned to work and paid for all lost time. No employee shall be discharged or suspended without just and sufficient cause, and without first having discussed such action with the employee and the Shop Steward.

B. All disciplinary letters will be removed from the employee's files after one year from the date of issuance.

Paragraph #10 – Miscellaneous Working Conditions

A. The Employer will supply all necessary safety equipment at no cost to the employees, to be in compliance with the law. Employees and the Union officials shall cooperate with the Company to maintain these conditions.

B. Uniforms: The Employer agrees to furnish adequate number of uniforms and up to \$100.00 per year for steel toed shoe allowance when receipts are presented.

C. Jury Duty and Military Guard/Reservist: Regular full time employees notified for jury duty or Military personnel on Active duty shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty or their base pay on Military service (Military up to 120 hours annually). They will work their regular schedule at times when jury is not in session. There is no volunteering for jury duty.

D. Death in Family: In the case of a death in the immediate family (namely the death of a parent, brother, sister, mother in law, father in law, brother in law, sister in law, and grandparents) requiring the employees absence from his regularly scheduled assignments, the employee shall be granted a paid leave of absence of three working days. Under no circumstances shall the application of this clause result in and increase in the employee's normal weekly pay. In the case of death of employees children or children for which the employee has guardianship and spouse a paid leave of absence of five working days.

E. The Employer agrees to provide a place for the Union to post a Bulletin Board at an appropriate location in the shop on which the Union may put notices pertinent to this Agreement.

F. Business use of personal auto: Company will pay current IRS mileage rate.

Paragraph #11 – Vacations

The Employer will grant a paid vacation to eligible regular employees as follows:

a. After one year of continuous employment, two weeks with pay after the first anniversary date.

b. After five years of continuous employment, three weeks with pay after the fifth year anniversary date.

c. After twelve years of continuous employment, four weeks with pay after the twelfth year anniversary date.

d. After eighteen years of continuous employment, five weeks with pay after the twentieth anniversary date.

e. "Continuously" is defined as having worked more than 1800 hours in a year. Any person working less than 1800 hours will have their vacation time prorated to the number of hours worked. Authorized military leave of 15 days or less, jury duty, paid holidays, vacations and workers compensation absences will be counted as hours worked for the purpose of earning vacation entitlement.

f. The Employer shall have the right to determine the number of employees by classification off at any time. Vacation selections will be by seniority, consistent with the operation of the business, and may be scheduled year round.

g. Employees shall receive their vacation pay on the regularly scheduled pay period for the time of their absence.

h. If an employee's vacation falls during a week of a recognized holiday, the employee will receive holiday pay and that day will not be counted as a vacation day.

i. Employees eligible for two (2) or more weeks of vacation may elect to take two weeks of vacation in days. Employees must make this option known at the time vacation schedules are selected.

j. All vacation pay shall be calculated at the then current basic straight time hourly rate.

k. In the event the Employer is notified that it will no longer be the contractor at the FAA Technical Center, Atlantic City, New Jersey, all employees covered by this Agreement will be paid all unused vacation and sick leave prior to such termination date.

Paragraph #12 – Protection of Rights/No Strike or Lockout

A. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in primary labor dispute or refuses to go through or work behind any primary picket line, including the primary picket line of union's party to this Agreement.

B. The Company agrees for itself that there shall be no lockout of employees during the term of this Agreement. The Union agrees that it shall not call any unauthorized strike, work stoppage, slowdown, picket or engage in any other interference with work, of any kind, during the term of this Agreement.

Paragraph #13 – Pension

The Employer agrees to deduct from the Health and Welfare (fringe benefit entitlement) and contribute to the currently established Davis-Bacon Pension Fund and/or the Company's 401K Plan based upon employees determination for all eligible full time employees covered by this Agreement for each hour paid up to a maximum of forty hours per week. Any additional amount is to be determined by the employee by written consent and able to be used to its maximum permissible by law.

Paragraph #14 – Leave of Absence

A. The Employer agrees to grant the necessary and unpaid reasonable time off, up to two weeks in a year, without discrimination or loss of seniority rights to any employee designated by the Union to attend a labor convention or serve as an elected or appointed officer, business agent, or organizer provided thirty two (32) hours, four (4) days, written notice is given to the Employer by the Union specifying the approximate length of time of the leave. The Union agrees in making its request that they will give due consideration to the number of employees affected so that there is no disruption to the operation due to the lack of available employees.

B. Employees may be granted a non-discriminatory unpaid leave of absence with written approval from the Union and Employer with no loss of seniority. This leave shall be for a maximum of thirty days which may be extended for additional periods. During the leave employees shall not engage in gainful employment if so they shall lose all seniority rights.

C. Time off during any leave of absence not to exceed 30 days, shall be included in total length of service for determining the number of weeks of vacation which an employee shall receive. This time off shall be counted as days worked for the purpose of qualifying for a vacation or a holiday, provided such leave does not exceed 30 days in the year and any such employee works to qualify for a vacation.

Paragraph #15 – Individual Agreements

Employer agrees not to enter into any agreements or contracts with members of the bargaining unit, individually or collectively, which any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Paragraph #16 – Inspection Privileges

Authorized agents of the Union shall have access to the Employer's establishment governing this agreement, with the approval of the Government, during work hours for the purpose of adjusting disputes, investigating working conditions, collecting of dues,

and ascertaining that the Agreement is being adhered to. The Employer will cooperate in every way possible to affect reach access to the Employer's operation.

Paragraph #17 – Workers Compensation

A. Any employee sustaining injuries which are compensable under the Worker's Compensation Act, but which do not prevent him from performing his usual duties, but require that he visit the office of the Employer designated physician for the purpose of obtaining further treatment during working hours, shall suffer no loss of wages because of such visits.

B. Any employee sustaining injuries which are compensable under the Worker's Compensation Act, which prevents him from performing all work available to him at the maintenance facility, shall sustain no loss of pay for the balance of the day on which he was injured. Ability to perform work shall be determined by the company's doctors or hospital reports.

C. All injuries no matter how slight, and whether treated by a doctor or not, must be reported to the employee's immediate supervisor during the employee's duty hours in which the injuries occur.

D. In the event of injury, the Company has the right to send the injured employee to the Company's designated compensation doctor approved by their insurance coverage for such period of time required by the applicable State Compensation Law. If an injured employee desires the service of a doctor, it shall be granted at the time of injury.

E. The Company shall provide transportation without delay for on the job injury for the day or during the employee's hours of duty in which the injury occurs, where necessary for available medical treatment.

F. If an employee is physically able to perform his regular full time duties, as substantiated by a competent medical doctor, following the on the job injury, he shall be entitled to resume his former job with no loss of seniority.

Paragraph #18 – Polygraph/Drug Testing

A. No employee in the bargaining unit shall be required to take any polygraph test or any other form of lie detector test.

B. All employees shall comply with the company's Drug and Alcohol Program as required by Federal Aviation Regulations.

Paragraph #19 – Field Service

A. An employee assigned to perform emergency field service work away from the FAA Technical Center, Atlantic City, New Jersey installation will be paid in accordance with this Agreement for all hours worked and for all time in travel to and from such assignments. Upon completion of such emergency field service work, the employees shall return to FAA Technical Center installation, unless otherwise instructed by his supervisor.

B. The Employer agrees to provide the employees per diem and travel fares by the guidelines of the Government Joint Travel Regulations as applied to civilian employees and any modifications hereto, as such become effective.

Paragraph #20 – Foul Weather Gear

Foul weather gear, such as rain suits, parkas, etc. shall be made available to any employee at such time as it may be required in the performance of his job due to out of doors or outside assignments.

Paragraph #21 – Non-Discrimination

It is agreed that there shall be no discrimination by the Union or the Employer because of race, color, creed, national origin, sex, handicap or age as provided by law.

Paragraph #22 – FLMA and ADA Language

A. The Employer will comply with the Family and Medical Leave Act of 1993, (when the Employer has the minimum number of personnel employees at the facility which are required for enforcement) which includes entitlement for an unpaid leave for eligible employees for: birth of child, adoption or placement for foster care; to care for a spouse, child or parent of the employee due to serious health condition or a serious health condition of the employee.

B. Whereas the parties recognize their obligations under the Americans with Disabilities Act, if a disagreement arises over the issue of such compliance then such matter shall be considered as a grievance. Such grievance shall be processed through the grievance procedure that is incorporated in this Agreement. Should the parties be unable to resolve their grievance then such grievance shall be processed through Arbitration in accordance with the procedure for arbitration under this Agreement.

C. The Arbitrator appointed to hear a grievance under this Section shall be empowered to review both parties obligations under the collective bargaining agreement and the obligations which are imposed by the Americans with Disabilities Act, set forth

in the statute legislative history regulations, the EEOC Technical Assistance Manual and applicable case precedent. The arbitrator shall have the authority to fashion an appropriate remedy which draws its essence from these contractual and legal sources.

Paragraph #23 – Tool Replacement and Allowance

All employees shall be responsible for their own tools and shall receive from the Employer reimbursement for loss in the case of burglary, fire, larceny and theft only when properly secured, provided, the Employer has been provided with a verified written inventory which shall be maintained in their file.

Paragraph #24 – Transfer of Company Title or Interest

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees. In the event an entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Article that parties hereto shall not use any leasing device to third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof, such notice shall be in writing with a copy to the Local Union not later than thirty (30) days prior to the effective date of sale or thirty (30) days subsequent to submission to a regulatory agency, whichever is the later. In the event the Employer fails to give notice herein, and/or fails to require the purchaser, the transferee, or lessee to assume the obligations of this Agreement, the Employer shall be liable to the Union and the employees covered by this Agreement, for all damages sustained as a result of such failure to give notice or such failure to require assumption of the terms of this Agreement.

Paragraph #25 – Sick Days

A. Regular full time employees shall be vested with two and one half (2 ½) hours sick leave per pay period effective 10/1/02. Sick days will be considered as hours worked for pay purposes when taken during the normally scheduled workweek.

B. Sick days, if not used, will be paid at the end of each contract year. Such payment is to be by separate check, paid no later than the 2nd pay week in October of each year. However, on an individual basis, an employee may carry over up to a maximum of 40 hours of sick leave. The individual must notify the Employer, in writing, 30 days in advance of the intent to carry over.

Paragraph #26 – Benefits

Each full time employee participating in the employees insurance program will earn an average fringe benefit of \$7.00 effective October 1, 2008 for all hours worked and/or paid for (including paid leaves and holidays) up to a maximum of 80 hours per two week payroll cycle or 2080 hours per year. Effective October 1, 2009 \$7.50; then effective October 1, 2010 \$8.00. This amount may be used to its maximum to enroll all participating employees and eligible dependents in the Employers Health Benefits Plan. This average fringe benefit will be calculated bi-weekly and based upon the total premiums paid on behalf of the participating employees for medical/dental/vision insurance.

A. The current insurance carrier and the administration of the plan by the employees will remain in full force and effect until such time the Employer secures a successor insurance carrier. The Employer may change the Insurance carrier upon written notification to the Union provided that comparable benefit levels are maintained.

B. Any employee may decline to participate in the Employer Insurance Program provided the employee has alternate insurance coverage. Such employees will receive 60% of the current fringe benefit payment covered under this Article and the Employer will discharge the same into the Pension Plan.

Paragraph #27 – Wages

	<u>CURRENT</u>	<u>10/1/08</u>	<u>10/1/09</u>	<u>10/1/10</u>
Lead Aircraft Technician	28.92	33.00	34.65	35.69
Aircraft Inspector	27.73	31.43	33.00	33.99
A & P Technician	27.06	29.72	31.21	32.14
Lead Aircraft Servicer	23.67	25.60	26.76	27.58
Aircraft Servicer	23.28	24.50	25.73	26.50

All new employees will receive \$.50 less than the wages shown above for the first six months of employment.

Paragraph #28 – Schooling

A. The Employer agrees to make available at no cost to the employees; Technical Training provided it is approved for reimbursement by the FAA, so as to allow employees to perform with the highest level of technical efficiency. The employees shall comply with reasonable requests for attendance.

B. Training scheduling will be distributed as early as possible within the operation of the shop in accordance with the principle of seniority and technical qualification.

C. The Employer agrees to provide the employees per diem and travel fares by the guidance of the Government Joint Travel Regulations as applied to civilian employees and modifications thereto as such become effective. Advance funds up to \$250.00 cash may be requested with the balance provided in \$20.00, \$50.00 or \$100.00 travelers' checks for the time period specified. Travel pay will be paid within two (2) weeks following the submission of a correct voucher with all receipts required by the Joint Travel Regulations.

Paragraph #29 - Check-off Dues

A. Upon receipt of proper written authorization from an employee the Employer agrees to deduct from the wages of said employees, due and initiation fees and or pay to the Union a representation fee as determined by the Union as listed by the Union in the first pay period covering days within the month to be collected. Union dues and or initiation fees shall be deducted from the employee's paycheck and sent to the Union no later than three working days following the deduction.

B. On or after the thirtieth (30th) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees covered by this Agreement are required to either become a member of the Union or to pay to the Union a representation fee as determined by the Union, in an amount determined by the Union but no greater than periodic membership dues and initiation fees uniformly required as a condition of requiring or retaining employment.

Paragraph #30 – Termination Clause

This Agreement shall be in full force and effect from 30th of September 2008 to 30 September 2011 and shall continue in full force and effect from month to month thereafter unless and until either of the parties hereto shall serve to the other 60 days notice prior to the original expiration date or 60 days notice prior to any subsequent date of an intention to modify or terminate this Agreement.

Paragraph #31 – Duration

Effective 30th September 2008 through 30th September 2011.

Date: 9-18-08

FOUR WINDS Services Inc.

By: 
Robert Carver-Carson
President/CEO

For the Union

Date: 9-23-2008

By: Michael J. Walsh
Michael J. Walsh
Assistant Directing Business Representative